

DATED 23 November **2012**

LICENCE FOR ALTERATIONS

Relating to

**UNITS E TO H SPECTRUM HOUSE, CLIVEMONT ROAD
CORDWALLIS INDUSTRIAL ESTATE
MAIDENHEAD, BERKSHIRE SL6 7FW**

BETWEEN

MAIDENHEAD INDUSTRIAL ESTATES LIMITED (1)

iomart GROUP PLC (2)



SOLICITORS
Kidd Rapinet
33 Queen Street
Maidenhead
Berkshire SL6 1NB
Tel 01628 621301
Fax: 01628 783150
www.kiddrapinet.co.uk

Ref: 04.40.hdk.MAI1/90

LICENCE FOR ALTERATIONS

THIS LICENCE is made the 23 day of November 2012

BETWEEN:

- (1) **MAIDENHEAD INDUSTRIAL ESTATES LIMITED** whose registered office is at Belmont Place, Belmont Road, Maidenhead, Berkshire SL6 6TB (Company registration number (660031) ('the Landlord')
- (2) **iomart GROUP PLC** incorporated and registered in Scotland with Company No. SC204560 whose registered office is at Lister Pavilion, Kelvin Campus, West of Scotland Science Park, Glasgow G20 0SP ('the Tenant')

NOW THIS DEED WITNESSES as follows:

1 DEFINITIONS AND INTERPRETATION

For all purposes of this Licence the terms defined in this clause have the meanings specified.

1.1 'Approval'

References to 'approval by the Landlord', or words to similar effect, are references to written approval, whether conditional or unconditional (such approval not to be unreasonably withheld or delayed).

1.2 'Completed'

References to works being 'completed' are references to them being completed to the reasonable satisfaction of the Landlord or the Landlord's surveyors, and certified to have been so completed, such certification not to be unreasonably withheld or delayed.

1.3 'Consents'

References to 'consents' are references to-

- 1.3.1 planning permission under the Planning Acts,
- 1.3.2 consent of the Insurers,
- 1.3.3 any permissions, licences, certificates, consents and approvals required under a statute, and
- 1.3.4 any consents from the owners or occupiers of adjoining or neighbouring property or any other person for, to or in respect of the commencement, execution or retention of any of the Permitted Works and 'a consent' refers to any one of these consents.

1.4 **Gender and number**

Words importing one gender include all other genders: words importing the singular include the plural and vice versa.

1.5 **Headings**

The clause and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation.

1.6 **'The Insurers'**

'The Insurers' means the reputable and substantial insurers or underwriters in the UK (or whose principal office is in the UK) selected by the Tenant to insure the Relevant Works until their completion pursuant to paragraphs 2.1 and 2.2 of the First Schedule.

1.7 **Interpretation of 'the Landlord'**

The expression 'the Landlord' includes the person or persons from time to time entitled to possession of the Premises when the Lease comes to an end.

1.8 **Interpretation of 'this Licence'**

Unless expressly stated to the contrary, the expression 'this Licence' includes any document supplemental to or collateral with this document.

1.9 **Interpretation of 'the Tenant'**

The expression 'the Tenant' includes the successors in title of the Tenant.

1.10 **Joint and several liability**

If any party to this Licence at any time comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.

1.11 **'The Lease'**

1.11.1 **Definition**

'The Lease' means a Lease under which the Tenant holds the Premises dated 23 day of November 2012 and made between (1) the Landlord and (2) the Tenant.

1.11.2 **Interpretation**

The term 'the Lease' includes all or any deeds and documents supplemental to the Lease whether or not expressed to be so.

1.12 **'the Neighbouring Property'**

'The Neighbouring Property' means all that premises known as Units A, B, C and D Clivemont Road, Cordwallis Industrial Estate, Maidenhead, Berkshire

1.13 **Obligation not to permit or suffer**

Any covenant by either the Landlord or by the Tenant not to do anything includes an obligation not to permit or suffer that thing to be done by another person.

1.14 'The Permitted Works'

Am Jor
'The Permitted Works' means the fitting out alterations and knocking through works to be carried out at the Premises to construct a data centre, similar to that constructed on the Neighbouring Property (save that it shall be a ^{level 3} ~~tier 4~~ data centre with dual power feed) *To be construed to the visual standard to be expected within the industry* or subject to clause 5.5 ADDITIONAL WORKS, any additional works the execution of which is required under any approved consent or the Landlord's approval of any other matter relating to the works

1.15 'The Planning Acts'

'The Planning Acts' means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and all statutes, regulations and orders included by virtue of clause 1.20 REFERENCES TO STATUTES.

1.16 'The Plans'

'The Plans' means the drawings and specifications annexed hereto in the Second Schedule or any varied or substitute drawings and specification and any additional drawings or specification that the Landlord may from time to time approve (such approval not to be unreasonably withheld or delayed).

1.17 'The Premises'

'The Premises' means all that premises known as Units E, F, G and H Clivemont Road, Cordwallis Industrial Estate Maidenhead Berkshire as more particularly described in the Lease.

1.18 References to clauses and schedules

Any reference in this Licence to a clause or schedule without further designation is to be construed as a reference to the clause or schedule of this document so numbered.

1.19 References to statutes

Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it, and any general reference to a statute includes any regulations or orders made under that statute.

1.20 'The Reinstatement Works'

'The Reinstatement Works' means the restoration of the Premises to their present plan design state and condition or their partial restoration as the Landlord may reasonably require.

1.21 'The Relevant Works'

Until the date on which the Landlord serves notice pursuant to paragraph 4.1 of the First Schedule NOTICE TO REINSTATE or clause 5.7 LANDLORD'S REMEDIES that he requires the Premises to be reinstated, 'the Relevant Works' means the Permitted Works. Thereafter 'the Relevant Works' means the Reinstatement Works.

1.22 'The Restrictive Clauses'

'The Restrictive Clauses' means the clauses regulating alterations and applications for planning permission within the Lease.

1.23 'The Term'

'The Term' means a term of 20 years commencing on 23 day of November 2012 granted by the Lease and includes any continuation or extension of the term and any holding over whether by statute, common law or otherwise.

2 RECITALS

2.1 This Licence is supplemental to the Lease by which the Premises have been let for the Term subject to the payment of rents reserved by and the performance and observance of the covenants on the tenants part and the conditions contained in the Lease.

2.2 The Restrictive Clauses prohibit the Tenant from carrying out alterations or additions to the Premises without the consent of the Landlord and the Landlord has agreed to grant this Licence, on the terms set out below, including the obligation where reasonably required by the Landlord to reinstate the Premises, to enable the Tenant to carry out the Permitted Works.

3. PERMISSION TO CARRY OUT WORKS

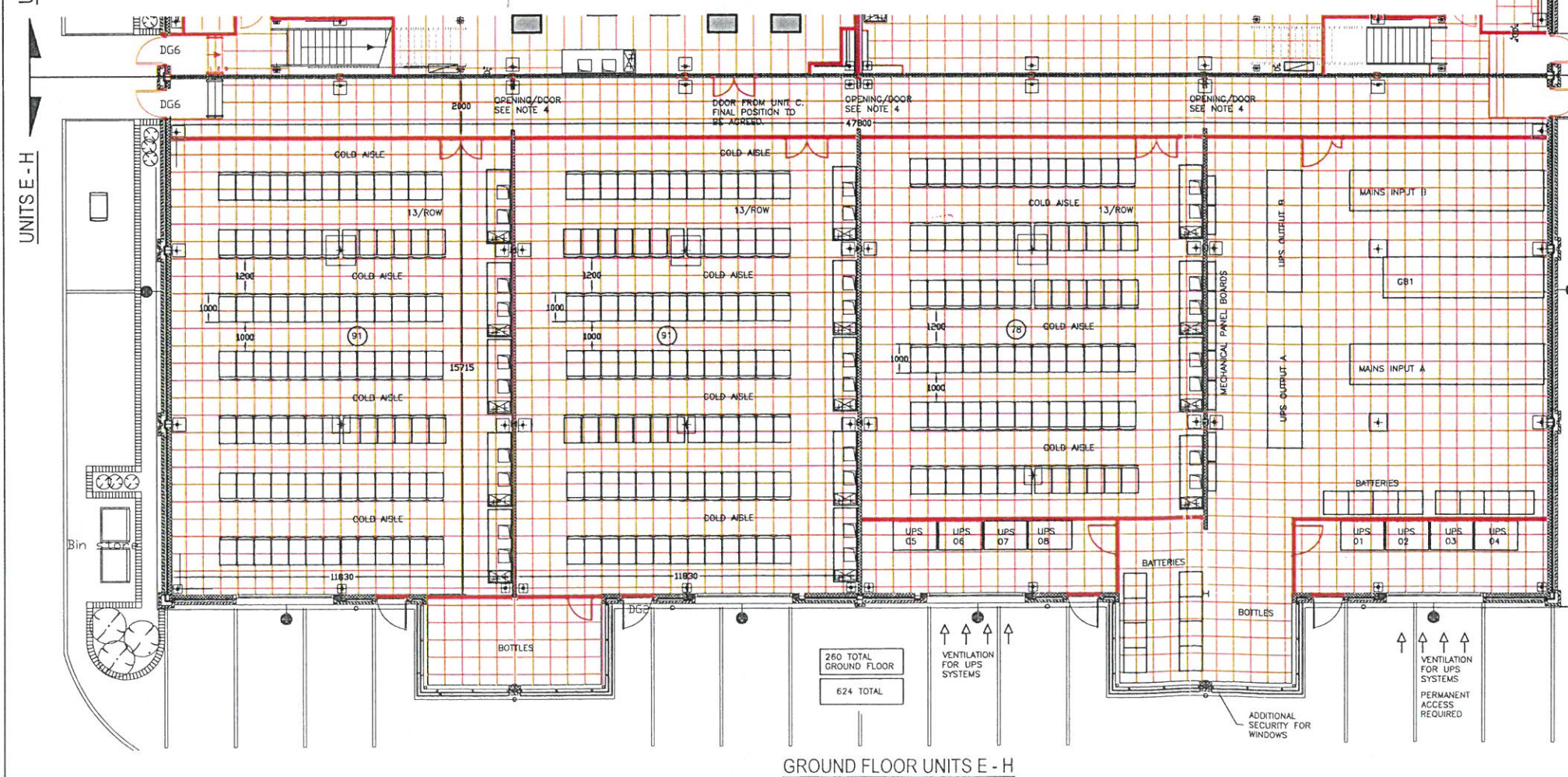
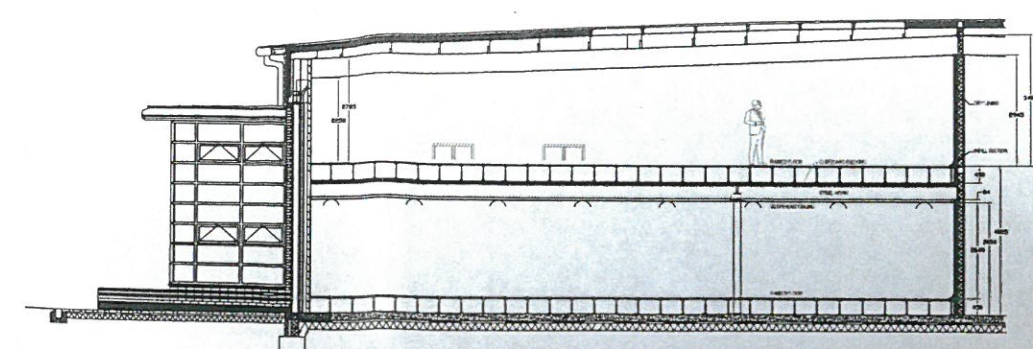
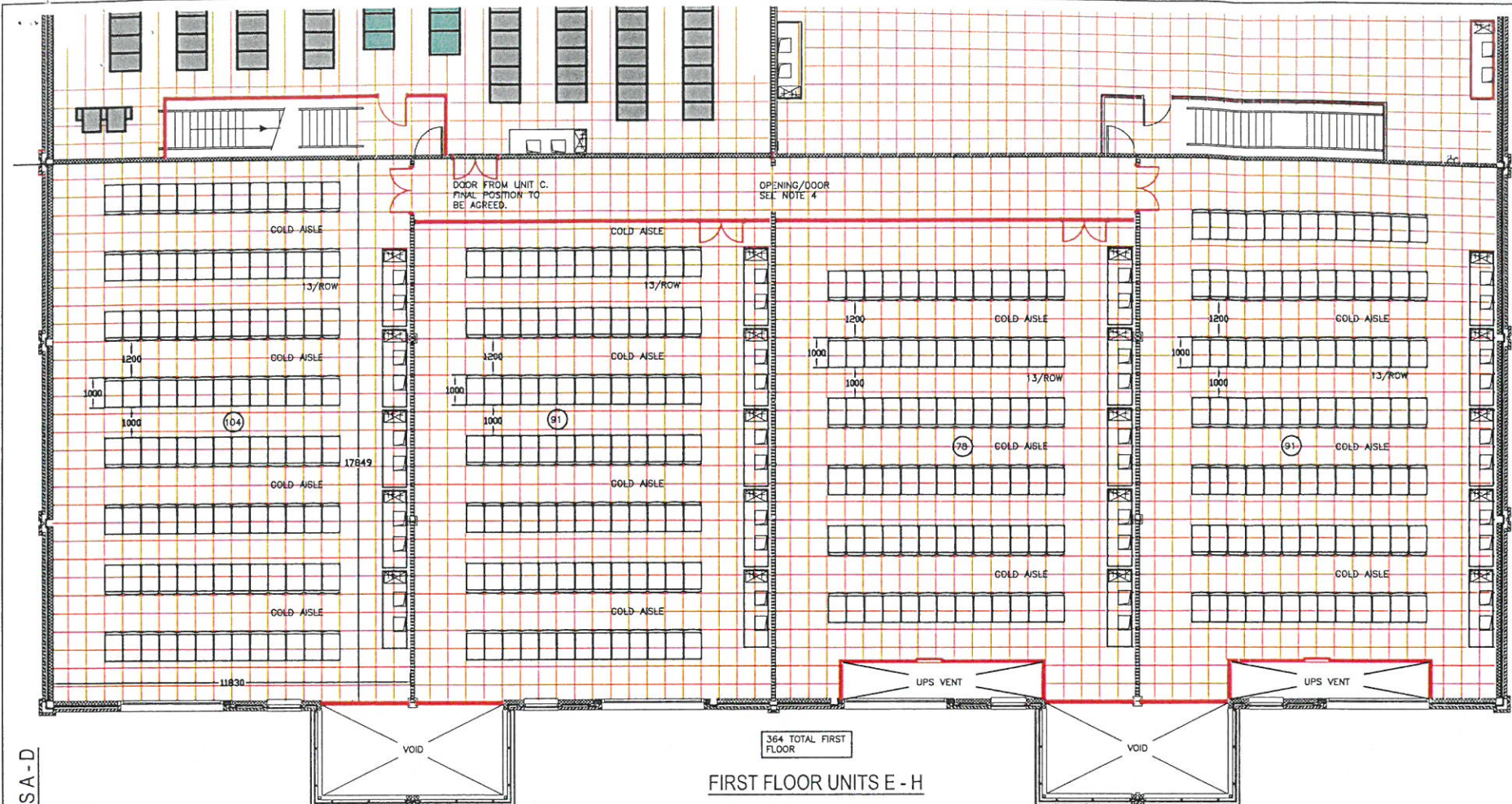
At the request of the Tenant, and subject to the covenants and conditions contained in this Licence, the Landlord grants consent to the Tenant pursuant to the Restrictive Clauses only to the extent that such consent is necessary to enable the Tenant to commence, execute and complete the Relevant Works and any further works required under clause 5.5 ADDITIONAL WORKS in compliance with the provisions of this Licence.

4. THE TENANT'S COVENANTS

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 4.

4.1 Commencement of the Permitted Works

The Tenant must not commence the Permitted Works until:



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 - Do not scale use figured dimensions only.
 - Doors subject to building regs.

Rev. No	Date	Description	Check
A	11.11.11	Rack sizes amended	R.F.

PROPOSAL

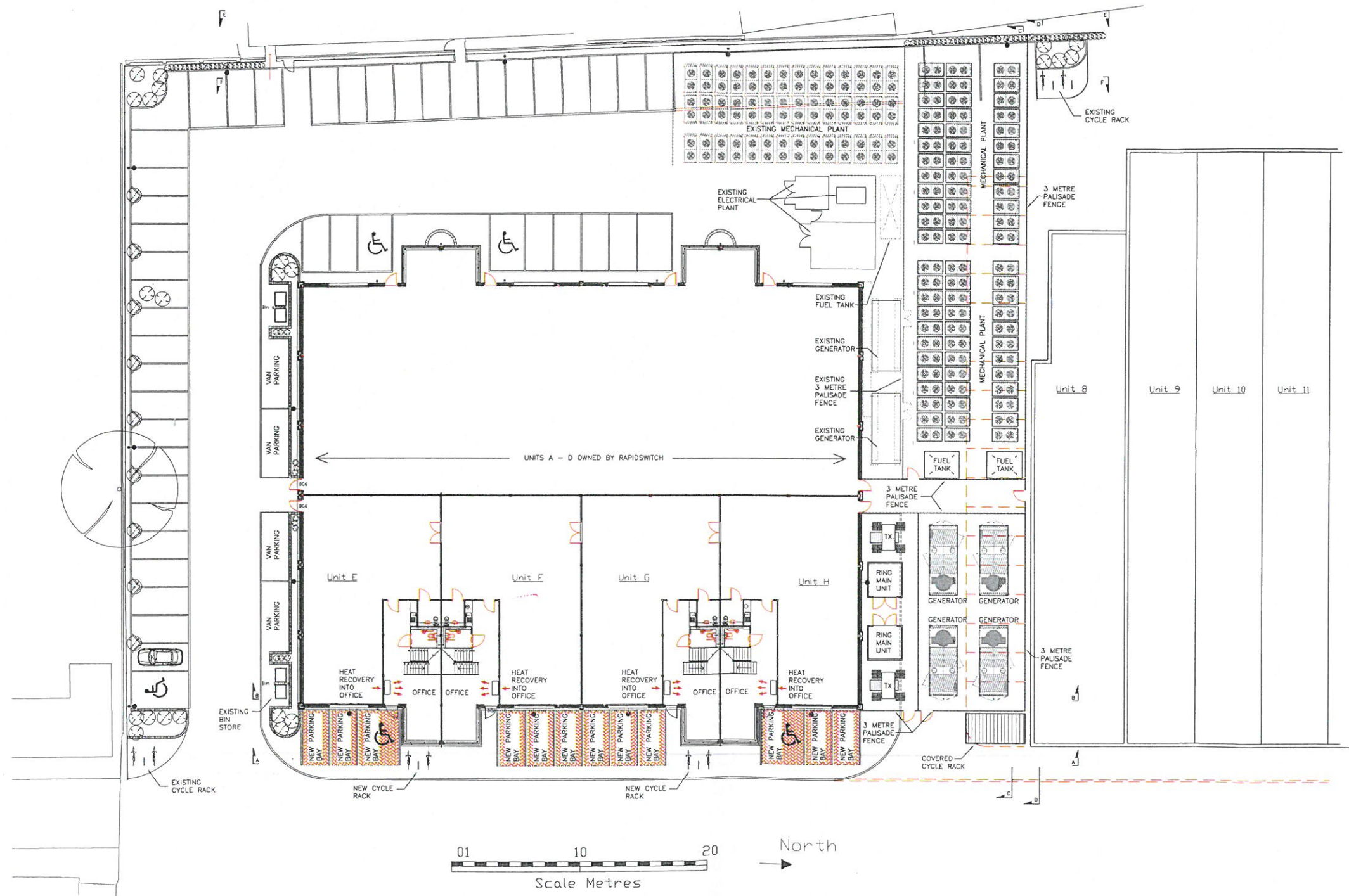
ITE PROJECTS LIMITED
 3 Fleet Business Park
 Sandy Lane, Church Crookham
 Fleet, Hampshire
 GU12 8HF
 Tel: 01252 811441; Fax: 01252 811952

Project:
IOMART HOSTING Ltd
SPECTRUM HOUSE
CLIVEMONT ROAD
MAIDENHEAD
SL6 7FW

Drawing Title:
GROUND & FIRST FLOOR
EQUIPMENT LAYOUT
UNITS E - H

Drawn: MUC	Checked: P.G.	National Inspection Council for Electrical Installation Contracting NICEIC APPROVED CONTRACTOR
Scale: 1:100 @ A1	Date: 08.11.2011	
Drawing No: 1916-101	Revision: A	

NOT TO SCALE



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Rev. No.	Date	Description	Checked
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Drawing Title: **PLANNING**

ITE PROJECTS LIMITED
 3 Fleet Business Park
 Sande Lane, Church Crookham
 Fleet, Hampshire
 GU14 7HF
 Tel: 01252 811441 Fax: 01252 811952

Project:
IOMART HOSTING Ltd
SPECTRUM HOUSE
CLIVEMONT ROAD
MAIDENHEAD
SL6 7FW

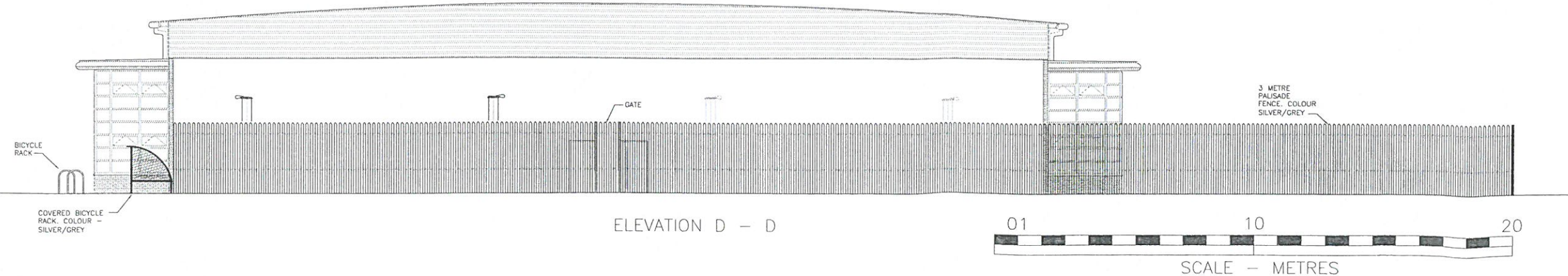
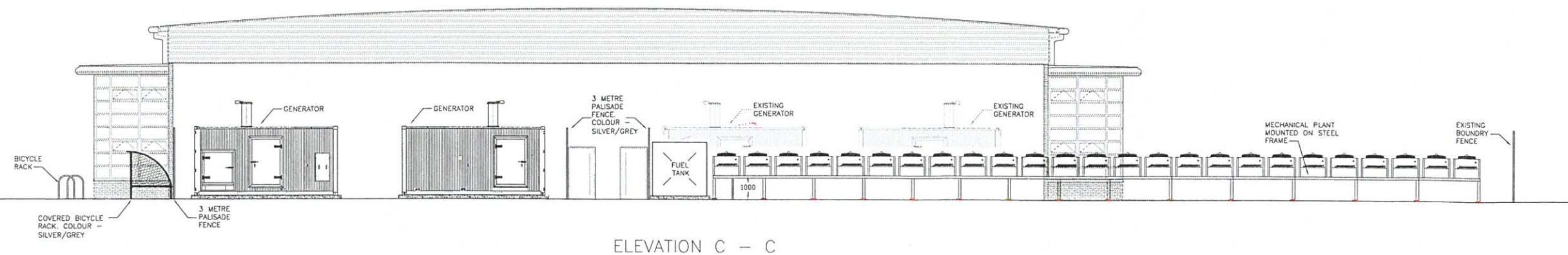
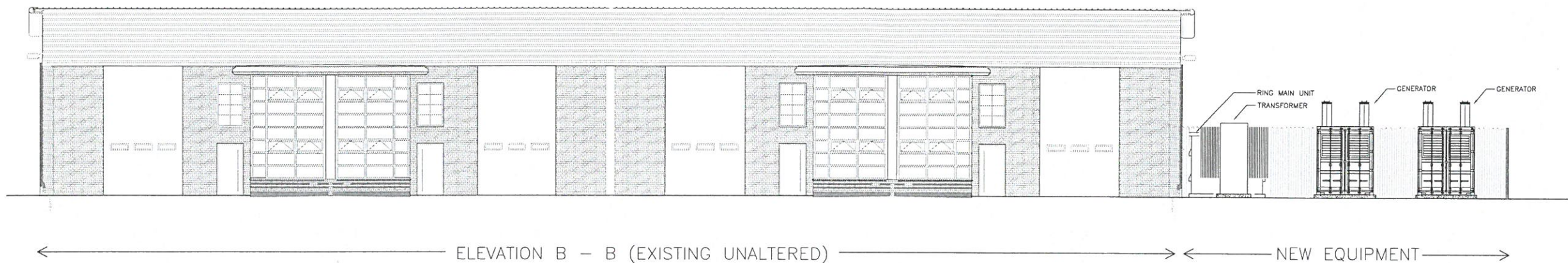
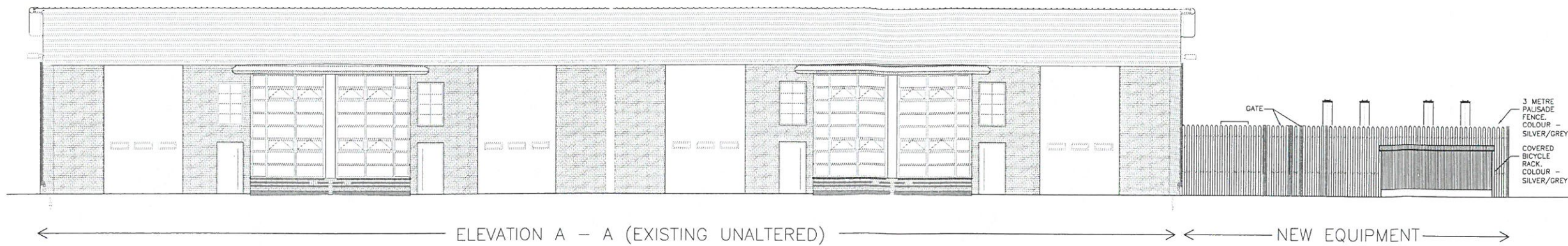
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SITE PLAN
EQUIPMENT LAYOUT

Drawn: M.U.C.	Checked: P.G.	 NATIONAL INSPECTION COUNCIL FOR ELECTRICAL INSTALLATION CONTRACTING APPROVED CONTRACTOR
Scale: 1:200 @ A1	Date: 10.02.2011	
Drawing No: 1916-PL-01	Revision:	

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PLANNING



Project
IOMART HOSTING Ltd
SPECTRUM HOUSE
CLIVEMONT ROAD
MAIDENHEAD
SL6 7FW

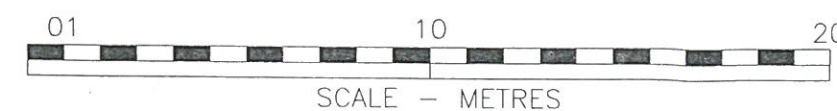
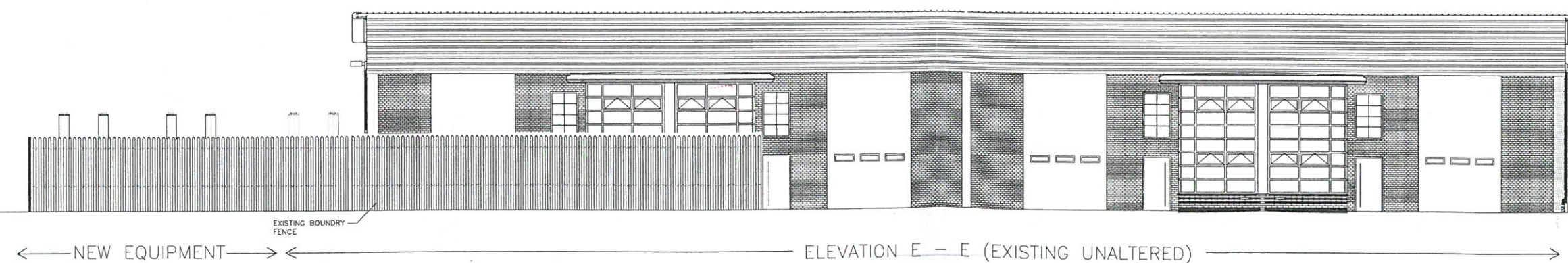
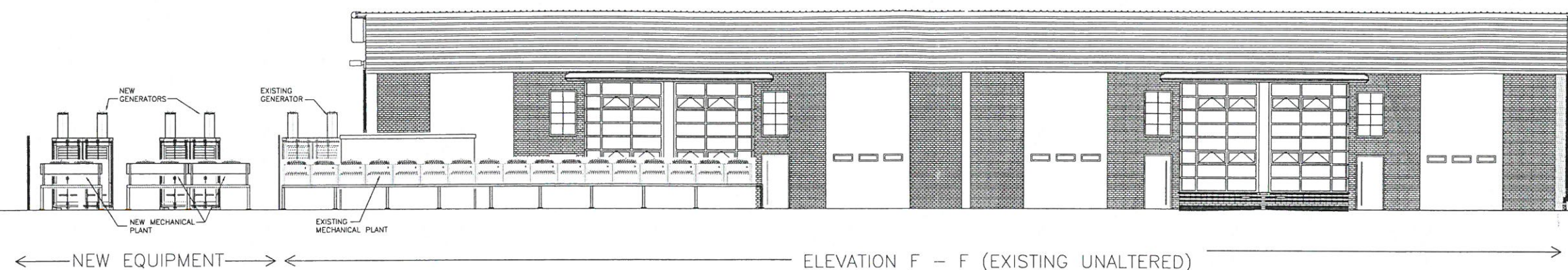
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SITE PLAN
ELEVATIONS
SHEET 1

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Scale: 1:100 @ A1	Date: 10.02.2011	
Drawing No: 1916-PL-02-1	Revised:	

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Rev. No.	Date	Description	Checked

PLANNING

ITE PROJECTS LIMITED
 3 Fret Business Park
 Sandy Lane, Church Crookham
 Fleet, Hampshire
 GU14 8BP
 Tel: 01252 811441 Fax: 01252 811952

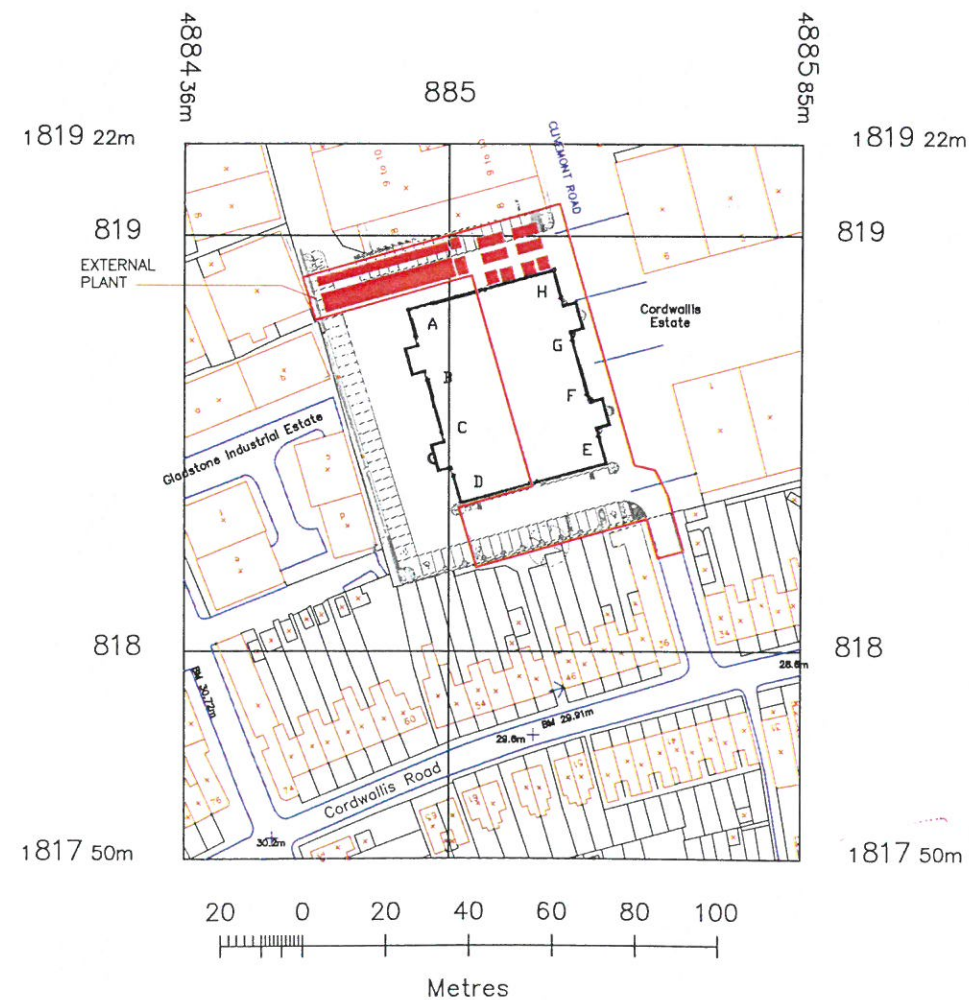
Project:
IOMART HOSTING Ltd
SPECTRUM HOUSE
CLIVEMONT ROAD
MAIDENHEAD
SL6 7FW

Drawing Title:
SITE PLAN
ELEVATIONS
SHEET 2

Drawn: M.U.C.	Checked: P.G.	National Inspection Council for Electrical Installation Contracting
Scale: 1:100 @ A1	Date: 10.02.2011	NICEIC APPROVED CONTRACTOR
Drawing No: 1916-PL-02-2	Revised:	

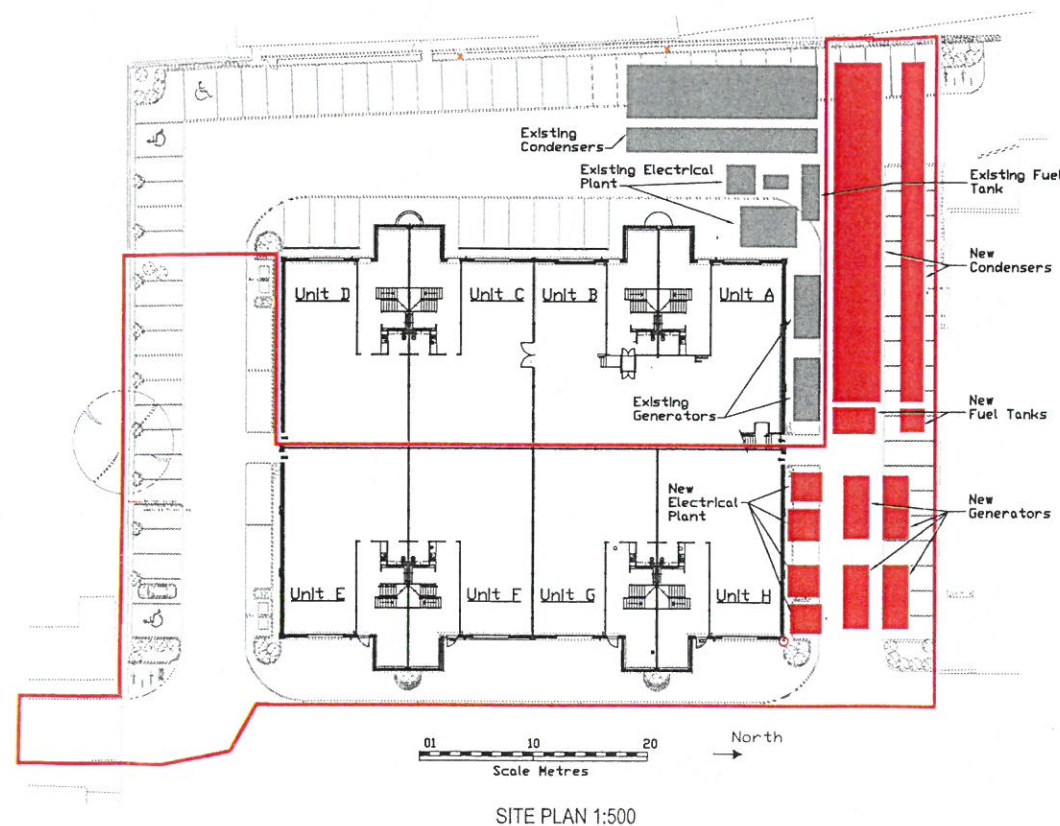
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Ordnance Survey[®] OS Sitemap[™] 1:1250



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Rev. No.	Date	Description	Checked
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Drawing Status:

PLANNING



Project:

IOMART HOSTING Ltd
SPECTRUM HOUSE
CLIVEMONT ROAD
MAIDENHEAD
SL6 7FW

Drawing Title:

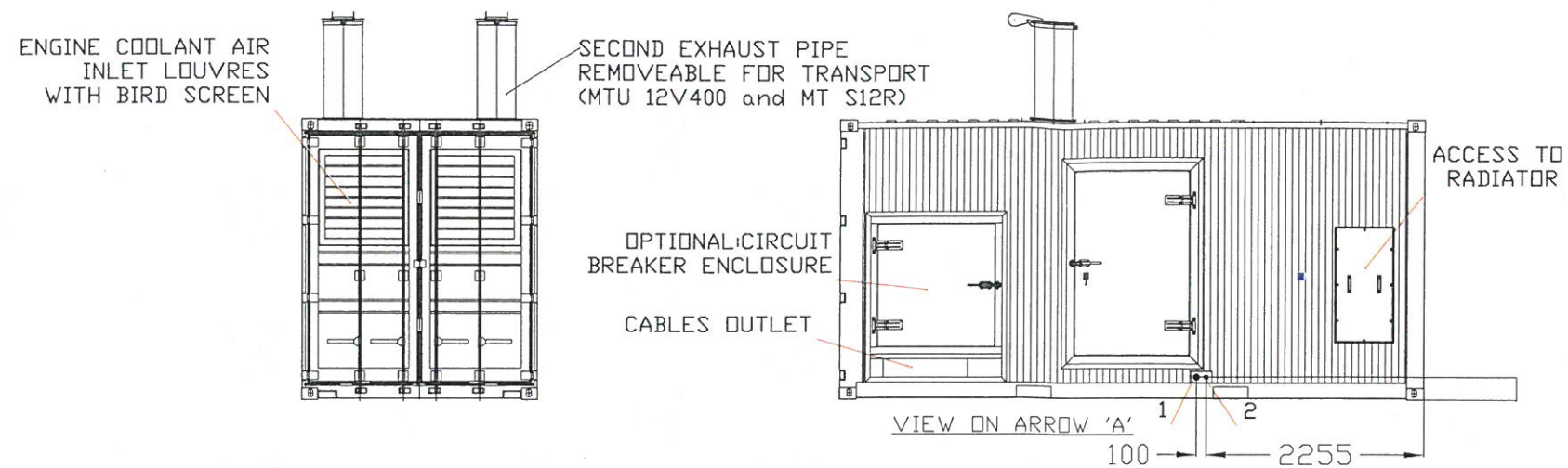
SITE LOCATION

Identifying fuel tank, condensers,
generators and plant installation
locations only

Drawn: M.U.C.	Checked: P.G.	National Inspection Council for Electrical Installation Contracting NICEIC APPROVED CONTRACTOR
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Drawing No:	Revision:	

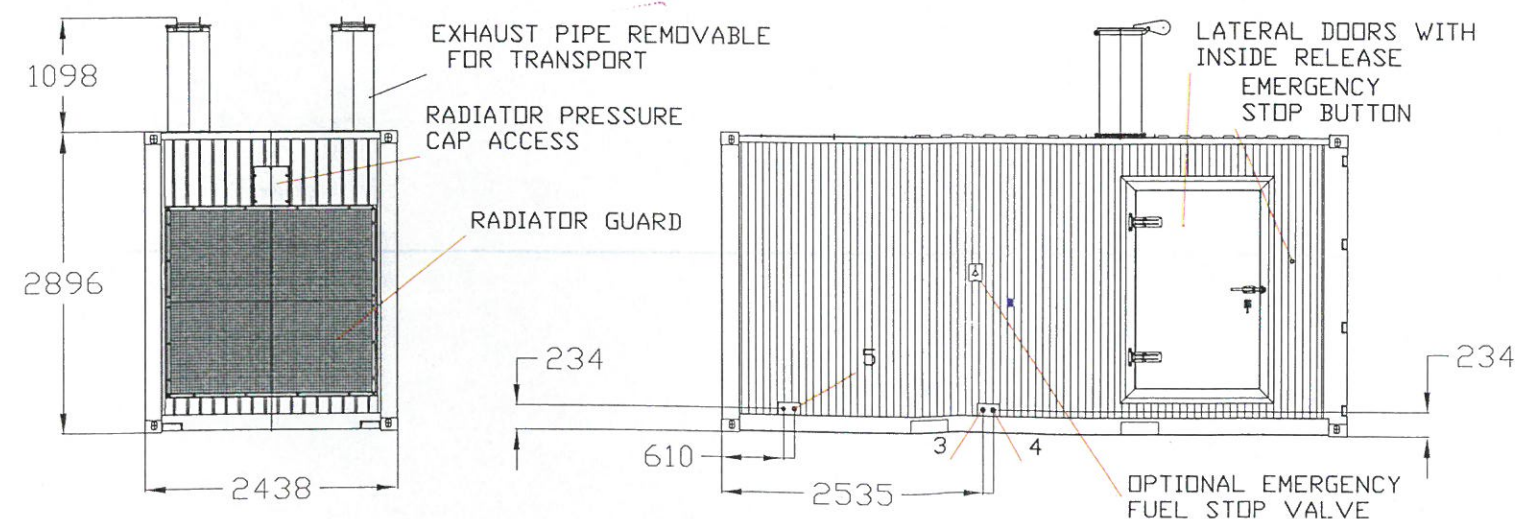
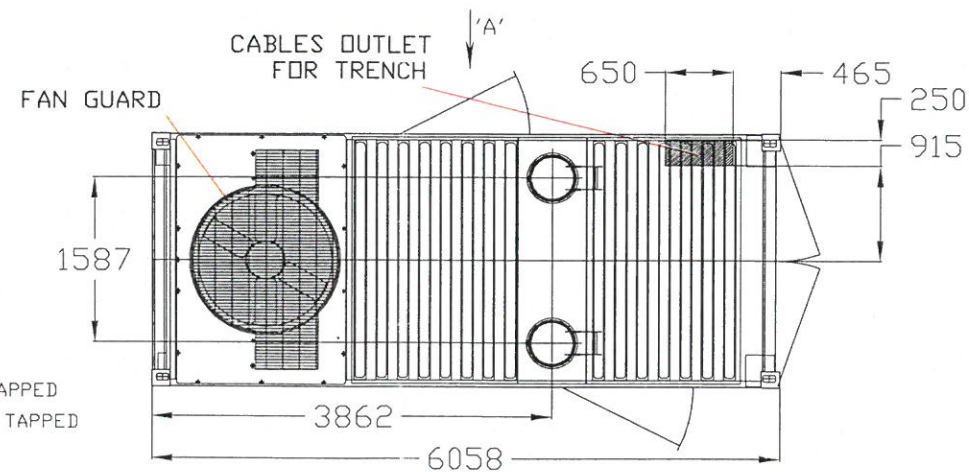
1916-PL-03

NOT TO SCALE



RATING - STANDBY / PRIME (kVA)	1540/1400
ENGINE MANUFACTURER / MODEL	MITSUBISHI/S12R-PTA2
ALT MANUFACTURER / MODEL	LERDY-SOMER/LSA50.1L8
CANOPY TYPE	CIR20
ACOUSTIC POWER - 50 Hz dBA@1M	65
FUEL (DAY) TANK (Litres)	500
WEIGHT (DRY) (kg)	15638
WEIGHT (WET) (kg)	16529
PAINT FINISH	RAL-9010(WHITE)

1. AUTOMATIC FUEL RETURN TO BULK TANK = BSP 1 1/4" TAPPED
2. AUTOMATIC FUEL FILLING FROM BULK TANK = BSP 3/4" TAPPED
3. FUEL RETURN TO REMOTE TANK BY 3 WAY VALVES DEVICE= BSP 1" TAPPED
4. FUEL INLET FROM REMOTE TANK BY 3 WAY VALVES DEVICE= BSP 1" TAPPED
5. RADIATOR DRAIN OUTLET = BSP 1/2" TAPPED



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Rev. No.	Date	Description	Checked
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Drawing Status:

PLANNING



Project:

IOMART HOSTING Ltd
SPECTRUM HOUSE
CLIVEMONT ROAD
MAIDENHEAD
SL6 7FW

Drawing Title:

GENERATOR DETAILS

Drawn: MUC	Checked: P.G.	National Inspection Council for Electrical Installation Contracting NICEIC APPROVED CONTRACTOR
Scale: 1:100 @ A1	Date: 10.02.2011	
Drawing No: 1916-PL-04	Revision:	

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- 4.1.1 the Tenant has obtained all necessary consents relating to the Permitted Works that should be obtained before they are commenced and paid any charges for them,
- 4.1.2 the Tenant has obtained the consents referred to in clauses 1.3.1 and 1.3.2 and any consents granted or given subject to any conditions have been approved by the Landlord,
- 4.1.3 the Tenant has complied with all conditions contained in an approved consent or any approval by the Landlord relating to the Permitted Works with which it is necessary to comply before commencing the Permitted Works,
- 4.1.4 it is otherwise lawful for the Tenant to do so, and
- 4.1.5 the Tenant has given the Landlord and the Insurers at least 7 days prior written notice of the date on which he proposes to do so.

4.2 Execution of the Permitted Works

Without prejudice to clause 4.1 COMMENCEMENT OF THE PERMITTED WORKS, if the Permitted Works are started the Tenant must:

- 4.2.1 execute them in accordance with the Plans ;
- 4.2.2 start, execute and complete any works referred to in clause 5.5 ADDITIONAL WORKS not forming part of the Permitted Works in accordance with the relevant approved consent and approval by the Landlord, and in any event by the end or sooner determination of the Term, and
- 4.2.3 observe and perform the further covenants contained in the First Schedule.

4.3 Entry to the Premises

The Tenant must permit the Landlord and his duly authorised architects, surveyors, agents and workmen to enter the Premises on reasonable prior written notice at all reasonable times for any proper purpose in connection with this Licence or any works permitted or required under this Licence.

4.4 Copies, information and evidence

If called upon to do so, the Tenant must produce to the Landlord on demand copies of all letters, notices, applications, consents or other documents sent, served, received or made by or granted to the Tenant in connection with any works permitted or required under this Licence, and must supply to the Landlord on demand any information or evidence the Landlord reasonably and properly requires in order to satisfy himself that the provisions of this Licence have been complied with.

4.5 Security

The Tenant must ensure that the Premises is locked securely at the end of each day and all equipment and machinery is appropriately stored and must take all reasonable steps to ensure the Premises remains secure throughout the Term.

5. MISCELLANEOUS

5.1 Time limits

If the Phase 1 Permitted Works are not commenced within 3 months of the date of this Licence, the provisions of this Licence, except for clause 4.5 COSTS, AND INDEMNITY are to determine immediately and cease to have effect as of that date unless the Landlord and Tenant agree an extension but without prejudice to any accrued right of action vested in either party to this Licence in respect of or arising from any breach by the other party of its obligations under this Licence before that date.

5.2 Sums recoverable as rent

All sums payable by the Tenant under this licence are to be recoverable as rent in arrear.

5.3 Withholding approvals

The Landlord may withhold any approval on the grounds that any condition, obligation or other thing contained in any consent, or anything omitted from, or the duration of, any consent, would or might in the reasonable opinion of the Landlord's surveyor (acting in good faith) adversely affect the Landlord's interest in the Premises or adjoining or neighbouring property or otherwise, whether during or following the end of the Term, either financially or otherwise.

5.4 Breaches of obligation

Nothing contained in this Licence waives or is to be deemed to waive any breach of the obligations of the Tenant or the Guarantor under the Lease that may have occurred before the date of this Licence, or authorises or is to be deemed to authorise the execution of any further works or anything that is not expressly authorised in clause 3 PERMISSION TO CARRY OUT WORKS.

5.5 Additional works

If any approved consent relating to the Permitted Works requires the execution of additional works that are stipulated to be executed at some time after the relevant Permitted Works Completion Date or ought reasonably to be so executed, then those works are not to form part of the Permitted Works.

5.6 Further Structural Works

If any structural changes to the Premises are required beyond those described in the Permitted Works and shown on the Plans which are essential for the construction of a tier 4 data centre, the further consent of the Landlord must be obtained in advance of any such works being carried out, such consent not to be unreasonably withheld or delayed, provided that such consent may be conditional upon the Landlord requiring the Tenant to take specific steps to maintain the structural integrity of the

Premises and the Neighbouring Property or any other adjoining or neighbouring property.

5.7 Liability and warranties excluded

This Licence and any approval, consent, instruction, certification, or works granted, given or carried out by or on behalf of the Landlord under this Licence are granted, given or carried out without any liability on the part of the Landlord or his surveyors, agents or workmen, and imply no responsibility for any of the works permitted or required by this Licence, or their design, execution or existence, nor do they imply, warrant or constitute any representation that it is lawful to execute such works or limit or discharge any of the obligations of the Tenant under this Licence.

5.8 Landlord's remedies

Without prejudice to any other remedy of the Landlord, if the Tenant is in breach of any of his obligations under this Licence, the Landlord may serve written notice on the Tenant specifying the breach, and if the breach is not remedied within a reasonable time, either serve a notice on the Tenant requiring him to remedy the breach, or the Landlord may enter the Premises to remedy the breach at the reasonable and proper expense of the Tenant.

5.9 Risk

Notwithstanding the covenants on the Landlord's part and other provisions contained in the Lease, all parts of the Relevant Works from time to time executed are to be at the sole risk of the Tenant until they are completed.

5.10 Lease provisions

Subject to any variation of them made by this Licence, the covenants and other provisions in the Lease are to extend to all works permitted or required by this Licence from time to time executed, and are to apply in full force and effect to the Premises as altered as they now apply to the Premises demised by the Lease.

5.11 Variation of the Lease

The Lease is deemed to incorporate the covenants set out in clause 4 THE TENANT'S COVENANTS unless and until they determine and cease to have effect pursuant to clause 5.1 TIME LIMITS and the forfeiture provisions in the Lease are to be exercisable on any breach of those covenants during the subsistence of their incorporation as well as on the happening of any of the events mentioned in the forfeiture provisions of the Lease.

5.12 Alterations not to be improvements/Rent Review

The alterations and additions comprised in the works permitted or required under this Licence are not improvements for the purposes of the Landlord and Tenant Act 1927 Part I and are carried out by the Tenant to suit his own personal requirements. Any

effect on the rental value of the Premises arising in connection with the Permitted Works will be disregarded on any rent review under the Lease.

5.13 Exclusion of third party rights

Nothing in this Licence is intended to confer any benefit on any person who is not a party to it.

5.14 Notices

5.14.1 Form and service of notices

A notice under this Licence must be in writing and, unless the receiving party or his authorised agent acknowledges receipt, is valid if, and only if- it is given by hand, sent by registered post or recorded delivery, or sent by fax provided that a confirmatory copy is given by hand or sent by registered post or recorded delivery on the same day, and it is served:

5.14.1.1 where the receiving party is a company incorporated within Great Britain, at the registered office, and

5.14.1.2 where the receiving party is not such a company, at that party's address shown in this Licence or at any address specified in a notice given by that party to the other party.

5.14.2 Deemed delivery

5.14.2.1 By registered post or recorded delivery

Unless it is returned through the Royal Mail undelivered, a notice sent by registered post, or recorded delivery is to be treated as served on the third working day after posting whenever and whether or not it is received.

5.14.2.2 By fax

A notice sent by fax is to be treated as served on the day upon which it is sent, or the next working day where the fax is sent after 1600 hours or on a day that is not a working day, whenever and whether or not it or the confirmatory copy is received unless the confirmatory copy is returned through the Royal Mail undelivered.

5.14.2.3 'A working day'

References to 'a working day' are references to a day when the United Kingdom clearing banks are open for business in the City of London.

5.14.3 Joint recipients

If the receiving party consists of more than one person, a notice to one of them is notice to all.

IN WITNESS whereof the parties hereto have executed this document as a Deed the day and year first before written

FIRST SCHEDULE: TENANT'S FURTHER COVENANTS

1. Execution of works

1.1 *Materials and workmanship*

The Tenant must execute all works required or permitted under this Licence--

1.1.1 with all due diligence and speed and with new, sound and proper materials in a good and workmanlike manner to the reasonable satisfaction of the Landlord's surveyors, and

1.1.2 in strict compliance with all statutes and regulations including all Health and Safety requirements and CDM Regulations 2007 and with the terms, conditions and requirements of all approved consents and approvals of the Landlord.

1.2 *Approval of consents*

The Tenant must submit any consent obtained pursuant to the provisions of this Licence, other than those referred to in clause 4.1.2 or paragraph 4.2.1 of this First Schedule, and granted or given subject to any condition to the Landlord for approval, and must not implement that consent until the approval has been given.

1.3 *Hours of working*

The Tenant must not execute any works of an unduly noisy nature outside normal business hours.

1.4 *Conduct of the work*

During the execution of any works the Tenant must:

1.4.1 keep all materials and equipment stored inside the confines of the Premises,

1.4.2 not cause any damage or nuisance, whether by noise, dust, vibration, the emission of smoke, fumes or effluvia, or otherwise, to the Landlord or to the owners or occupiers of any adjoining or neighbouring property,

1.4.3 not cause any damage to the structure of the Premises or any adjoining or neighbouring property or any plant or machinery at the Premises,

1.4.4 not weaken or render unsafe the structure of the Premises or any adjoining or neighbouring property, and

1.4.5 not infringe, interrupt or destroy any right, easement or privilege belonging to the Landlord, or interrupt any service to or from adjoining or neighbouring property.

2. Insurance

2.1 *The Relevant Works*

The Tenant must insure or procure that its building contractor must insure all parts of the Relevant Works from time to time executed and all unfixed materials and goods at the Premises intended for the Relevant Works and keep them insured, with the

Insurers, from the date of the commencement of the Relevant Works to the date of their completion against risks of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, impact by vehicles and by aircraft and articles dropped from aircraft--other than war risks--flood damage and bursting and overflowing of water pipes and tanks, and such other usual and proper risks, whether or not in the nature of the foregoing, as the Landlord acting reasonably from time to time requires, in the full reinstatement or replacement value. It is agreed that all money received under the insurance policy is to be applied in restoring, reinstating and replacing the Relevant Works, materials and goods and that the Tenant must make up any deficiency out of his own money.

2.2 Liability

Without prejudice to paragraph 5.2 INDEMNITY the Tenant must insure or procure that its building contractor must insure the Landlord and the Tenant, and keep them insured, with the Insurers, in a sufficient sum against all insurable liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings whatsoever resulting from personal injury to or the death of any person, or any injury or damage to any real or personal property arising out of or in the course of or as a result of the execution the Relevant Works.

2.3 Copies and receipts

The Tenant must supply to the Landlord on demand a copy of every insurance policy effected by him or his building contractor pursuant to his obligations under this Licence, and the receipt or other reasonable evidence of payment of the current premium.

3. Completion of works

On completion of Phase 1 and Phase 2 of the Relevant Works, and on completion of any works referred to in clause 5.5 ADDITIONAL WORKS not forming part of the Permitted Works, the Tenant must remove all debris and building equipment from the Premises, make good any damage caused to the Premises or adjoining or neighbouring property of the Landlord by the execution of the works, and then notify the Landlord so that his surveyors may make their final inspection and certify that the works concerned have been completed.

4. Reinstatement

4.1 Notice to reinstate

If the Permitted Works are completed, then, unless the Landlord and Tenant have agreed on the grant of a new lease to the Tenant containing provisions for the reinstatement of the Premises at the end or sooner determination of the term of the new lease (including any continuation or extension of it and any holding over

whether by statute, common law or otherwise) to the same effect as those contained in this Licence, or the Tenant has applied to Court for a new tenancy or the Court has ordered the grant of such a lease, the Landlord acting reasonably may where the Landlord considers it is reasonable to require reinstatement serve notice on the Tenant at any time during the last year of the Term requiring the Premises to be reinstated at the end of the term of the Lease.

4.2 *Obligation to reinstate*

If the Landlord serves a notice on the Tenant pursuant to paragraph 4.1 NOTICE TO REINSTATE that he requires the Premises to be reinstated, the Tenant must:

- 4.2.1 immediately obtain all consents relating to the Reinstatement Works that should be obtained before they are started, and submit those consents granted or given subject to any condition to the Landlord for approval such approval not to be unreasonably withheld or delayed,
- 4.2.2 serve on the Landlord and the Insurers at least 7 days prior notice of the date on which he proposes to start the Reinstatement Works,
- 4.2.3 complete the Reinstatement Works in their entirety by the end or sooner determination of the Term, and
- 4.2.4 comply with any reasonable further or substitute requirements of the Landlord acting in good faith in connection with completing or executing the Reinstatement Works.

5. Indemnities

5.1 *Insurance premiums*

Without prejudice to clause 5.3 WITHHOLDING APPROVALS the Tenant must pay to the Landlord within 14 days of written demand, and indemnify the Landlord against, any increased or extra premium payable for insurance of the Premises or any immediately adjoining or neighbouring property as a result of the execution or retention of the Permitted Works.

5.2 *Indemnity*

The Tenant must indemnify the Landlord against all reasonable and proper liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses properly arising from any claim, demand, action or proceedings, including without limitation those for personal injury to, or the death of, any person or any injury or damage to any real or personal property arising as a result of any failure by the Tenant to comply with any covenants and conditions contained in this Licence in the execution or retention of the works required or permitted by it or the state and condition of the Premises whether during or after the execution of those works, or the existence, operation or use of any apparatus, machinery, substance or thing on the Premises in connection with those works.

6. General

Subject to any statutory direction to the contrary, the Tenant must pay and satisfy any charge or levy that may be imposed under the Planning Acts or any other statute in respect of the commencement, execution or retention of the Permitted Works.


SECOND SCHEDULE
"The Plans"

SIGNED as a DEED by
MAIDENHEAD INDUSTRIAL ESTATES LIMITED
acting by:

Director:

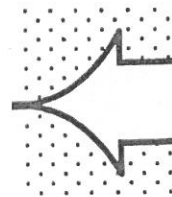
Director/Company Secretary

SIGNED as DEED by
iomart GROUP PLC
acting by:


Director



Director/~~Company Secretary~~





(Please quote our reference on all correspondence)

Our Ref: 04.40.lw.MAI1/90

30 November 2012



Mr C J Krol
Maidenhead Industrial Estates Limited
Belmont Place
Belmont Road
Maidenhead
Berkshire SL6 6TB

Martin McCabe's extension: 212
Martin McCabe's Secretary: 233
e-mail: MMcCabe@kiddrapinet.co.uk

Dear Chris

Re: Units E to H Spectrum House, Clivemont Road, Maidenhead

Further to the completion of the above mentioned matter I have now received the tenant's counterparts of the various documents following completion of this matter and I now enclose copies of the following:

1. Lease between Maidenhead Industrial Estates Limited and Iomart Group Plc relating to Units E-H Spectrum House.
2. Licence for Alterations between Maidenhead Industrial Estates and Iomart Group Plc relating to Units E-H Spectrum House.
3. The Rent Deposit Deed between Maidenhead Industrial Estates Limited and Iomart Group Plc relating to Units A-H Spectrum House.
4. The Reversionary Lease between Maidenhead Industrial Estates and Iomart Group relating to Units A-D Clivemont Road, Cordwallis Estate.

Should you have any queries at all please do not hesitate to contact me.

Yours sincerely

Martin McCabe
KIDD RAPINET

Encs.

*Received
adviser
10/12/12*